



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 10 सितम्बर, 2021 / 19 भाद्रपद, 1943

हिमाचल प्रदेश सरकार

**LABOUR AND EMPLOYMENT DEPARTMENT**

**NOTIFICATION**

*Dated, the 31st August, 2021*

No. Shram (A) 6-2/2020 (Awards) Dharamshala.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Officer,

Labour Court, Dharamshala on the website of the Department of Labour & Employment Government of Himachal Pradesh.

Sl. No.	Ref. No.	Petitioner	Respondent	Date of Award/Order
1.	744/16	Amar Singh	E.E. HPPWD, Shimla & Others	29-06-2021
2.	270/14	Parmeshwari Chand	Dr. Y.S. Parmar University & Others	30-06-2021
3.	280/16	Ravi Dutt	Dr. Y.S. Parmar University & Others	30-06-2021

By order,

R. D. DHIMAN, IAS

*Addl. Chief Secretary (Lab. & Emp.).*

**IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR  
COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA  
AT DHARAMSHALA (H.P.)**

Ref. No. : 744/2016

Date of Institution : 18-11-2016

Date of Decision : 29-06-2021

Shri Amar Singh s/o Shri Janki Ram, r/o Village Putlifald, P.O. Mandap, Tehsil Sarkaghat, District Mandi, H.P. *. Petitioner.*

*Versus*

1. The Engineer-in-Chief HPPWD, Nirman Bhawan, Shimla -2
2. The Executive Engineer, HPPWD, Division Dharampur, District Mandi, H.P. *. Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Rajat Chaudhary, Adv. Vice

For the Respondent(s) : Sh. Anil Sharma, Dy. D.A.

## AWARD

The reference given below has been received from the appropriate Government for adjudication:

“Whether alleged termination of services of Shri Amar Singh s/o Shri Janki Ram, r/o Village Putlifuld, P.O. Mandap, Tehsil Sarkaghat, District Mandi, H.P. *w.e.f.* 10-02-2004 by (i) the Engineer-in-Chief HPPWD, Nirman Bhawan, Shimla-2, (ii) the Executive Engineer, HPPWD Division Dharampur, District Mandi, H.P., who has worked as beldar on daily wages basis and has raised his industrial dispute after more than 11 years, without complying with the provision of the Industrial Disputes Act, 1947 is legal and justified? If not, keeping in view of working period during 1998 to 09-02-2004 and delay of more than 11 years in raising the industrial dispute, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers/management?”

2. The case of the petitioner, as it emerges from the statement of claim is that he was appointed as a daily waged beldar on muster roll basis in the year 1998. He worked as such upto February 9, 2004 and had completed more than 240 days during his service with the respondent in each calendar year, and was thus covered under Section 25-B of the Industrial Disputes Act, 1947 (hereinafter referred to ‘the Act’ for short). It is alleged that the respondents had unlawfully terminated the services of the petitioner *w.e.f.* 10-2-2004. It is also his case that the petitioner had been retrenched without giving notice of retrenchment and compensation in lieu thereof, which is a clear violation of the provisions of Section 25-F of the Act. At the time of his termination, persons junior to him were retained in service by the respondents. The respondents had violated the principle of ‘first come last go’. The names of the juniors, who were retained in service by the respondents are S/Sh./Smt. Shashi Pal, Roshani Devi, Mamta Devi and Inder Singh. It is further alleged that after termination of the services of the petitioner, the respondents had appointed new/fresh hands, namely, S/Sh./Smt. Pardeep Kumar, Vipin Kumar, Lekh Raj, Subhash Chand, Sunita Devi, Kirna Devi, Sunita Devi w/o late Sh. Bakshi Ram, Ritesh Kumar, Chanchla Devi, Ramesh Kumar and Ruma Devi. He was not given an opportunity of re-employment. From the date of his disengagement, he is unemployed. He had approached the respondents time and again to re-engage his services, but in vain. He is entitled to regularization after completion of eight years of service with all consequential benefits. He has been discriminated. The acts and conducts of the respondents are illegal and unjustified. They are violative of Sections 25-F, 25-G and 25-H of the Act.

As such, it is evident from the prayer clause of the petition/statement of claim, the petitioner has claimed the following relief(s) in this case:

“the illegal verbal termination order of the petitioner *w.e.f.* 10-2-2004 be set aside and the respondent be directed to reinstate him with full back wages, continuity in service, seniority and all other consequential service benefits. His services be also ordered to be regularized by the respondent as per policy framed by the State Government and besides that the respondent be directed to pay Rs.15,000/- to the petitioner as litigation costs and other relief(s) as deemed fit”.

3. On notice, the respondents appeared. They filed a joint detailed reply controverting the averments made in the petition/statement of claim. Preliminary objections regarding lack of maintainability and that the petition suffered from the vice of delay and laches have been taken.

On merits, it was asserted that the petitioner was engaged as a daily waged beldar in the month of November, 1999 and he had worked intermittently uptil February, 2004. The petitioner had been retrenched by issuing notice under Section 25-F of the Act. However, after retrenchment the retrenched workers had raised a protest and after long discussions, the retrenched workers were re-engaged in a phased manner. But, the petitioner had not joined his duty. It was asserted that the petitioner had left the job of his own sweet will. Regarding the allegation of engagement of persons junior to the petitioner, it was claimed that Shri Shahi Pal and Smt. Roshani Devi had worked with the department continuously, while workers, namely, Smt. Mamta Devi and Sh. Inder Singh had been engaged on compassionate grounds. So, there was no violation of the provisions of Section 25-G of the Act. The workers mentioned in para No.4 of the petition were engaged on compassionate grounds, so the question of giving opportunity of re-engagement to the petitioner did not arise at all. There was not violation of the provisions of Section 25-H of the Act by the respondents. The demand notice was raised by the petitioner only in the year 2014, *i.e.* after about 11 years, hence the same is bad due to delay and laches. It was specifically asserted that the petitioner was an agriculturist and was gainfully employed, hence was not entitled for back wages.

In these circumstances, the respondents prayed that the petition in hand be dismissed.

4. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

5. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 02-8-2017:

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 10-02-2004 is/was illegal and unjustified as alleged? . . *OPP.*
2. If issue No. 1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . *OPP.*
3. Whether the claim petition is not maintainable in the present form as alleged? . . *OPR.*
4. Whether the claim petition suffers from vice of delay and laches as alleged? . . *OPR.*

Relief.

6. Thereafter, parties to the list were directed to adduce evidence in support of the issues so framed.

7. Arguments of the learned vice counsel for the petitioner and the learned Deputy District Attorney for the respondents heard and records gone through.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Partly Yes

Issue No. 2 : Lump sum compensation of Rs.1,00,000/-

Issue No. 3 : Negative

Issue No. 4 : Negative

Relief : Petition is partly allowed awarding lump sum compensation of Rs.1,00,000/- as per the operative part of the award.

### REASONS FOR FINDINGS

*Issues No.1, 2 and 4 :*

9. All these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

10. The petitioner, namely, Shri Amar Singh examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim. He also filed certain documents purportedly in support of his claim, which are Ex.PW1/B and Ex.PW1/C.

In the cross-examination, he admitted that he was engaged in the month of November, 1999. He denied that he had worked intermittently in the department till February, 2004. He also denied that no junior person had been engaged by the department. He denied that he had left the work of his own after February, 2004. He admitted that from the month of February, 2004 upto the month of March, 2015, he had not made any representation. Volunteered that, he had orally approached the department. He admitted that he does days drudgery privately. He also admitted that he has land, which he cultivates. He specifically denied that he had never been removed from work by the department. He denied that he is making a phoney statement.

11. Conversely, Shri Parmod Kashyap, Executive Engineer, HPPWD, Division Dharampur (respondent No.2) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18 Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by the respondents.

In the cross-examination, he admitted that when the petitioner was employed by the department, no appointment letter was issued. He admitted that the petitioner had worked from the month of November, 1999 upto February, 2004. He specifically denied that the petitioner had completed 240 days in each year. He admitted that notice, Ex.RW1/B had been given to the petitioner in the year 2004. He also admitted that no notice to recall the petitioner back on work had been issued. He further admitted that the persons mentioned in para No. 4 of the statement of claim are working continuously. Self stated that, he can only tell it after seeing the record.

12. Ex. RW1/B is the copy of notice issued to the petitioner under Section 25-F of the Act.

13. The engagement of the petitioner as a daily waged beldar is not in dispute. As per the petitioner he was initially engaged as a daily waged beldar by the respondents in the year 1998 and that he had worked as such till February 9, 2004. The respondents in their reply though admitted that the petitioner had worked in the department as a daily waged beldar till the month of February, 2004, but it was specifically claimed that he had initially been engaged in the month of November, 1999 and that he had worked intermittently during this period. No mandays chart of the petitioner has been placed on record either by the petitioner or the respondents. However, while under the cross-examination the petitioner was categorical that he had been engaged in the month of November, 1999. It is well settled that admission is the best piece of evidence and the facts admitted need not be proved. So, it can safely be held that the case of the respondents stands established on record that the petitioner had initially been engaged in the month of November, 1999.

14. A plea was taken by the respondents that the petitioner was an intermittent worker. He had left the job of his own free will and volition. It is well known that abandonment has to be proved like any other fact by the respondents/employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. There is nothing on record to show that a notice was served upon the petitioner by the respondents calling upon him to resume the duties after he allegedly left the same. Absence from duty is a serious misconduct. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondents for his alleged willful absence from duty. Even otherwise, it appears from the substantive evidence of Shri Parmod Kashyap (RW1) that notice (RW1/B) had been served upon the petitioner in the year 2004. As per the notice, copy of which is Ex.RW1/B, due to the paucity of work and funds, the services of the petitioner had been terminated by respondent No.2 *w.e.f.* 9-2-2004. Therefore, the plea of abandonment put forth by the respondents/employers is neither established on record, nor it is tenable.

15. It was claimed by the petitioner that he had worked continuously with the respondents from the year of his initial engagement upto February 9, 2004, without any breaks and as such had been completing 240 days in each calendar year.

16. Section 25-B of the Act defines “continuous service”. In terms of Sub Section (2) of Section 25-B that if a workman during a period of twelve calendar months

preceding the date with reference to which calculation is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The burden of proof is on the petitioner to show that he had worked for 240 days in preceding twelve calendar months prior to his alleged retrenchment. The law on this issue is well settled. In R.M. Yellatt vs. Assistant Executive Engineer, (2006) 1 SCC 106, it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

17. Applying the principles laid down in the above case by the Hon'ble Supreme Court, it was required of the petitioner to establish on record that he had worked continuously for a period 240 days in a block of twelve calendar months anterior to the date of his alleged termination, which as per the reference took place in the February, 2004. No such record is there on the file to establish that the petitioner had worked continuously for a period of 240 days in a block of twelve calendar months prior to the date of his alleged termination, as envisaged under Section 25-B of the Act. Therefore, the provisions of Section 25-F of the Act are not attracted in this case.

18. It was vociferously argued by the learned Deputy District Attorney for the respondents that even otherwise the services of the petitioner had been terminated by issuance of notice by the employers, as provided under Section 25-F of the Act. This cannot be accepted. The notice terminating the services of the petitioner dated 23-1-2004 (Ex.RW1/B) is not in conformity with Section 25-F of the Act. A perusal of the notice (Ex.RW1/B) reveals that only fifteen days advance notice had been given to the petitioner. So, the respondents had not issued any requisite notice to the petitioner.

19. Ex. PW1/C is the copy of seniority list/mandays chart relating to Shri Shashi Kant. It reveals that Shri Shashi Kant was appointed by the respondents in the month of January, 2000. At the cost of reiteration, I will like to add that the month of initial appointment of the petitioner, as per the pleaded case of the respondents and as per the admission made by the petitioner is November, 1999. As per the reference the services of the petitioner were terminated on February 10, 2004. There is nothing on record to show that Shri Shashi Kant was senior to the petitioner. Shri Parmod Kashyap (RW1) in his cross-examination has admitted that all the persons whose names find mention in para No.4 of the statement of claim are working regularly. The name of Sh. Shashi Kant finds mentioned in the statement of claim as a person junior to the petitioner. This indicates that person junior to the petitioner is still serving the respondents/department. The latter have failed to adhere to the principle of 'last come first go'. Retaining a junior at the cost of senior is nothing but unfair labour practice.

20. It was also claimed by the petitioner that after his alleged disengagement, new/fresh hands had been engaged by the respondents. Except for his self serving and oral testimony, there is no other ocular or documentary, cogent, convincing and reliable evidence on the file to show that the employer had offered any fresh appointment to any person to fill any vacancy in their set up. That being so, the provisions of Section 25-H of the Act are not attracted in this case. That apart and more importantly, the petitioner was not entitled to invoke the provisions of Section 25-H of the Act and seek re-employment by citing the case of other employees, who were already in employment and whose services were regularized by the respondents on the basis of their service records in terms of the rules. To my mind, the regularization of the employees already in service does not give any right to the retrenched employee so as to enable him to

invoke Section 25-H of the Act for claiming re-employment in the services. The reason is that by such act the employer does not offer any fresh employment to any person to fill any vacancy in their set up, but they simply regularize the services of any employee already in service. Such an act does not amount to filling any vacancy. The expression 'employment' signifies a fresh employment to fill the vacancies, whereas the expression 'regularization of the service' signifies that the employee, who is already in service, his services are regularized as per service regulations.

21. The learned District Attorney for the respondents contended that there being an inordinate delay in the steps taken by the petitioner for the redressal of his grievance, his claim suffers from the vice of delay and laches, which disentitles him to the relief (s) he has prayed for. The claim as such is not maintainable. This contention, to my thinking, appears to be ill conceived. The question of delay and laches was considered by the Hon'ble Supreme Court in case titled as Ajayab Singh vs. Sirhind Co-operative Marketing-cum-Processing Society Limited and Another, (1999) 6 SCC 82, wherein it was *inter-alia* held:

“The provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone”.

22. In view of the aforesaid binding precedent, it cannot be said that the petition is hit by the vice of delay and laches. Of course, the delay in raising the industrial dispute by a workman can be taken into account by the Court while granting the relief(s) claimed. The observations made by our own Hon'ble High Court in case titled as Liaq Ram vs. State of H.P. and ors., 2012 (2) Him. L.R.(FB) 580 (majority view) will also be advantageous on this aspect of the matter.

23. In case titled as Assistant Engineer Rajasthan Development Corporation and another vs. Geetam Singh reported in 2013 (136) FLR 893 (SC), it was held by the Hon'ble Supreme Court that before exercising its judicial discretion, the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, the ground on which termination has been set aside and the delay in raising industrial dispute before grant of relief in an industrial dispute. It was also observed that the workman had worked for 286 days and had raised industrial dispute in the year 1992, whereas his services had been terminated in the year 1986 and had raised industrial dispute after six years. It was held that though the compensation awarded by the Single Judge of the Hon'ble High Court was too low and liable to be enhanced by the Division Bench, but surely reinstatement of the workman in the facts and circumstances was not the appropriate relief and thus a lump-sum of Rs.1 lakh along-with interest @ 9% per annum had been awarded. Recently, in case titled as Deputy Executive Engineer vs. Kuberbhai Kanjibhai 2019 (160) FLR 651, by relying upon the cases of Bharat Sanchar Nigam Limited vs. Bhurumal (2014) 7 SCC 177 and District Development Officer & another vs. Satish Kantilal Amerelia 2018 (156) FLR 266 (SC), it has been held by the Hon'ble Supreme Court that where the workman had worked as a daily wager or muster roll employee hardly for a few years and where the dispute had been raised by him almost after 15 years of his alleged termination, he was held entitled only for lump sum monetary compensation in full and final satisfaction of his claim of reinstatement and



other consequential benefits. Similarly, in case titled as State of Uttarakhand & Anr. vs. Raj Kumar, 2019 (160) FLR 791, the Hon'ble Supreme Court has held that where a daily wager has worked for about a year and a dispute was raised by him after 25 years of the alleged termination, he had no right to claim regularization and was only entitled to lump sum monetary compensation in full and final satisfaction of his claim of reinstatement and consequential benefits. In the case on hand before this Court, the factors which have weighed are that the petitioner had remained engaged with the respondents from November, 1999 upto February 9, 2004, though he is claimed to have worked intermittently by the respondents during this period, and who had worked as a non-skilled worker and had raised industrial dispute by issuance of demand notice after more than eleven years *i.e.* demand notice was given in the year 2014. It is also pertinent to mention here that the petitioner on the date of his examination before this Court was aged about 48 years and had sufficient spell of life to work and earn his livelihood. While under cross-examination the petitioner has admitted that he has been earning his livelihood by doing days' drudgery privately. It is also admitted by him that he owns land, which he cultivates. Taking into consideration the factors mentioned above and the precedents laid down by the Hon'ble Supreme Court in the aforementioned cases, the petitioner is not entitled for reinstatement or for back wages, but only for a lump sum compensation.

24. In view of the discussion and findings arrived at by me above, a lump-sum compensation of Rs.1,00,000/- (Rupees one lac only) would be an appropriate relief to which the petitioner is entitled to in the facts and circumstances of the given case. It is further made clear that the amount of compensation shall be paid within four months from the date of receipt of Award, failing which the petitioner would be entitled to interest @ 9% per annum from date of Award till its realization. Issues No. 1 and 2 are answered partly in the affirmative and accordingly decided in favour of the petitioner, while issue No. 4 is answered in the negative and decided against the respondents.

#### *Issue No.3*

25. It has not been shown by the respondents as to how the present petition/statement of claim is not maintainable. Moreover, this issue was not pressed for by the learned Deputy District Attorney appearing for the respondents at the time of arguments. Otherwise also, from the pleadings and evidence on record, it cannot be said that the petition/statement of claim is not maintainable. Hence, this issue is answered in the negative and decided against the respondents.

#### *Relief:*

26. In the light of what has been discussed hereinabove while recording the findings on issues *supra*, the respondents are hereby directed to pay a compensation of Rs.1,00,000/- (Rupees one lac only) to the petitioner in lieu of the reinstatement, back wages, seniority and past service benefits. Amount of compensation so awarded shall be paid by the respondents to the petitioner within four months from the date of receipt of Award failing which the respondents shall be liable to pay interest @ 9% per annum on the said amount from the date of award till realization/deposit of the amount. In the peculiar facts and circumstances of the case, the parties are left to bear their own costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 29th day of June, 2021.

Sd/-  
(YOGESH JASWAL),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR  
COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA  
AT DHARAMSHALA (H.P.)**

Ref. No. : 270/2014  
Date of Institution : 27-8-2014  
Date of Decision : 30-06-2021

Shri Parmeshwari Chand s/o Late Shri Gian Chand, r/o Village Baturda, P.O. Adhar, Tehsil & District Hamirpur, H.P. . *Petitioner.*

*Versus*

1. The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, District Solan, H.P.
2. The Director, Regional Horticulture & Forestry, Research Station, Bhota, District Hamirpur, H.P. . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Rajat Chaudhary, Adv. Vice  
For the Respondent(s) : Sh. Mukul Vaid, Adv. Vice

**AWARD**

The reference given below has been received from the appropriate Government for adjudication:

“Whether termination of the services of Sh. Parmeshwari Chand s/o Late Sh. Gian Chand, Village-Baturda, P.O. Adhar, Tehsil & Distt. Hamirpur, (H.P.) *w.e.f.* 01-4-2013 by 1.) The Registrar, Dr. Y.S. Parmar University Horticulture & Forestry, Nauni, Distt. Solan, H.P. 2.) The Director, Regional Horticulture & Forestry Research Station, Bhota, Distt. Hamirpur, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer(s)?”

2. After that, a corrigendum reference dated 17th February, 2017 has been received from the appropriate Government, which reads thus:

“In partial modification of this Department’s Notification of even number dated 12-08-2014, the name of employer number (ii) may be read as, “the Dean, College of Horticulture and Forestry Neri, District Hamirpur, H.P.” instated of, “the Director, Regional Horticulture and Forestry Research Station Bhota, District Hamirpur, H.P.”, which was inadvertently recorded in the said notification”.

3. The case of the petitioner as it emerges from the statement of claim is that he was appointed by the respondents as a daily waged beldar on muster roll basis *w.e.f.* 05-9-2009. He had worked continuously as such upto 31-3-2013. His services were orally terminated by the respondents on 1-4-2013 without any reason or notice. He had approached the respondents time and again to re-engage him, but in vain. Persons junior to him, namely, S/Sh. Bhushan Kumar and nineteen others, as detailed in para 3 of the statement of claim, were retained in service. He has been discriminated as his name has not been shown in the seniority list by the respondents. The respondents have violated the provisions of Section 25-B of the Industrial Disputes Act, 1947 (hereinafter referred to as ‘the Act’ for short). On 25-7-2010, his services were engaged on contractual basis as a Field Assistant instead of daily waged beldar. After 31-3-2013, his services were terminated on 1-4-2013 which amounts to unfair labour practice. The respondents have not adhered to the provisions of Sections 25-F(a), 25-F(b) and 25-G as well as principle of ‘last come first go’ of the Act. He is unemployed. The petitioner, thus, prays for his re-engagement with all consequential benefits.

4. On notice, the respondents appeared. They filed a joint detailed reply taking preliminary objections regarding lack of maintainability and that the petitioner had not worked for 240 days in any calendar year, jurisdiction and the petition is barred by limitation. The contents of the petition were denied on merits. It is denied that the petitioner was engaged as a daily waged beldar. It is asserted that the petitioner was engaged as a casual worker to do manual work in fields on seasonal basis at the station. His services were never terminated by the respondents. Due to the paucity of funds, a policy for engagement of contractual labour had been formulated by the university on 1-1-2002. *Vide* letter No.UHF/RHFRS/1-7/04/-131-34 dated 6-5-2004, the petitioner had been engaged for 88 days of work as a contractual labourer on fixed salary of Rs.1950/- per month. He had not completed 240 days in any calendar year. The university does not have permanent and perennial nature of field work. The engagement of contractual labour is subject to the availability of funds in the research schemes and the projects. Subsequently, the university had engaged the petitioner as a field assistant on contract basis co-terminus with the project. He had accepted such appointment with all the terms and conditions of the appointment/engagement letter. He had been engaged from time to time on a fixed salary on contractual basis only. No person junior to him has been retained in service. The services of the petitioner were never disengaged. He had not applied for re-engagement despite three opportunities being granted to him. There has been no violation of the provisions of Sections 25-F(a), 25-F(b) and 25-G of the Act by the respondents. It is asserted that at present labour is being engaged through an independent agency *i.e.* M/s. Shimla Cleanwage and not by the university itself. Thus, the respondents pray for the dismissal of the petition.

5. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 12-10-2015:

1. Whether termination of the services of the petitioner by the respondents *w.e.f.* 01-04-2013 is/was improper and unjustified as alleged? . .*OPP.*
2. If issue No.1 is proved in affirmative to what service benefits the petitioner is entitled to? . .*OPP.*
3. Whether the respondent university being educational institution does not fall within the meaning of Industrial Disputes Act. If so, its effect? . .*OPR.*
4. Whether the claim petition is not maintainable in the present form? . .*OPR.*
5. Whether the claim petition is barred by limitation as alleged . . *OPR.*

Relief.

7. Thereafter, parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Arguments of the learned vice counsel for the petitioner and the learned counsel for the respondents heard and records gone through.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	: Negative
Issue No. 2	: Negative
Issue No. 3	: Negative
Issue No. 4	: No
Issue No. 5	: Not pressed
Relief	: Petition dismissed per operative of the Award

### REASONS FOR FINDINGS

*Issues No.1 to 3 :*

10. All these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

11. The petitioner, namely, Shri Parmeshwari Chand examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim. He also filed certain documents purportedly in support of his claim, which are Ex.PW1/B to Ex.PW1/D.

In the cross-examination, he admitted that he himself had gone to the university in search of work. He denied that he was engaged for seasonal work. He feigned ignorance that he was being kept at the projects. Volunteered that, he was engaged as a daily waged beldar. He admitted that no appointment letter was issued to him. He denied that after being kept on a special project, he was being removed from it. Self stated that juniors to him were engaged. He denied that he was appointment on certain terms and conditions. He denied that he was being engaged on work from time to time by the university. Volunteered that, he had worked continuously.

12. Conversely, Shri A. K. Randev, Dean Dr. Y. S. Parmar University of Horticulture and Forestry (respondent No.1) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18 Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by the respondents.

In the cross-examination, he admitted that the petitioner had regularly worked from the year 2004 upto the year 2013. He also admitted that Ex.P1 to Ex.P3 had been issued by their department. Further, he admitted that after 1-4-2013 nothing had been issued in favour of the petitioner. Volunteered that, he had not been kept on muster rolls but on contractual basis. He admitted that the petitioner had worked as per Ex.P2. He also admitted that as per the terms and conditions of the appointment, the petitioner was terminated on 31-3-2013. No notice or compensation had been paid to him. Volunteered that, from the year 2004 upto the year 2009, the petitioner was appointed on contractual basis.

13. The respondents also examined one Shri Vishal Sood, Executive Engineer, College of Horticulture and Forestry as RW2. He filed certain documents purportedly in support of the respondents' case, which are Ex.RW2/A to Ex.RW2/G. In the cross-examination, he admitted that as per Ex.RW2/B, the petitioner was appointed on daily waged basis by the Associate Director R&E.

14. Ex.RW2/A is the copy of letter dated 5th December, 2001, being standing instructions regarding engagement of labour on contractual basis in Dr. Y.S. Parmar University of Horticulture and Forestry. As per this letter in view of the policy decision taken by the university no new casual workers were to be employed on muster rolls by any functionary of the university *w.e.f.* 1-1-2002.

15. Ex.RW2/B is the copy of letter dated 6th May, 2004 whereby the petitioner was to be engaged as a labourer on contractual basis.

16. Ex.RW2/C is the copy of letter dated 25-7-2010 whereby the petitioner was to be engaged as a field assistant on contractual basis co-terminus with the project titled "Production of Quality Seed/Planting Material of important Spice Crops".

17. Ex.RW2/D is the copy of office order dated 3-8-2010 relating to the petitioner, whereby he had been directed to report for duty to the Incharge, Manhat/Makaroa, STPC with immediate effect.

18. Ex.RW2/E is the copy of certificate dated 9-4-2013 issued by the Associate Director (Seed Tech.) to the petitioner, as per which he had been working as a field assistant on contract basis in the project *w.e.f.* 3-8-2010 to 31-3-2013.

19. Ex.RW2/F is the copy of month-wise attendance detail pertaining to the petitioner, while working as field assistant on contractual basis and co-terminus with the project from August 3, 2010 to March 31, 2013.

20. Ex.RW2/G is the copy of office memorandum dated 11-8-2014 with respect to the final seniority list of beldars in the university.

21. Ex.RW2/H is the copy of memorandum dated 26-9-2014 with respect to tentative joint seniority list of Field Assistants and other Field stream posts in the pay scale of Rs.5910-20200+1900 (Grade Pay), as it stood on 31-8-2014.

22. Before advertng to the rival legal contentions advanced on behalf of the parties, it is important to consider the relevant provisions of the Act in play in the instant case.

The Industrial Disputes Act, 1947, is:

“An act to make provision for the investigation and settlement of industrial disputes, and for certain other purposes”

Section 2(s) defines a Workman as:

“2(s). “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharge or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

Section 2(oo) lays down the concept of retrenchment as:

“Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman;
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;”
- (c) termination of the service of a workman on the ground of continued ill-health”

23. The learned counsel appearing on behalf of the respondents contended that the present claim petition is not maintainable as the university being an educational institution does not fall within the ambit of the Act.

24. On the other hand, the learned counsel appearing on behalf of the petitioner contended that the petitioner is squarely covered under the definition of “workman” under the Act and that the educational institutions are an industry in terms of Section 2(j) of the Act.

25. I am unable to agree with the contention advanced by the learned counsel appearing on behalf of the respondents. The question “who is a workman” has been well settled by various judgments of the Hon’ble Supreme Court. In the case of H.R. Advanthaya vs. Sandoz (India) Ltd. (1997) 5 SCC 737, a Constitution Bench of the Hon’ble Supreme Court has held as under:

“..We thus have three Judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz, manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in *May & Baker*, *WIMCO* and *Bunnah Shell* cases (supra) have taken the other view which was expressly negated, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation.”

26. The issue whether an educational institution is an “industry”, and its employees are “workmen” for the purpose of the Act has been answered by a Seven Judge Bench of the Hon’ble Supreme Court way back in the year 1978 in the

case of Bangalore Water Supply and Sewerage Board vs. A. Rajappa and Ors. (1978) 2 SCC 2013. It was held that educational institution is an industry in terms of Section 2(j) of the Act, though not all of its employees are workmen. It was held as under:

“The premises relied on is that the bulk of the employees in the university is the teaching community. Teachers are not workmen and cannot raise disputes under the Act. The subordinate staff being only a minor category of insignificant numbers, the institution must be excluded, going by the predominant character test. It is one thing to say that an institution is not an industry. It is altogether another thinking to say that a large number of its employees are not 'workmen' and cannot therefore avail of the benefits of the Act so the institution ceases to be an industry. The test is not the predominant number of employees entitled to enjoy the benefits of the Act. The true test is the predominant nature of the activity. In the case of the university or an educational institution, the nature of the activity is, ex hypothesi, education which is a service to the community. Ergo, the university is an industry. The error has crept in, if we may so say with great respect, in mixing up the numerical strength of the personnel with the nature of the activity. Secondly there are a number of other activities of the University Administration, demonstrably industrial which are severable although ancillary to the main cultural enterprise. For instance, a university may have a large printing press as a separate but considerable establishment. It may have a large fleet of transport buses with an army of running staff. It may have a tremendous administrative strength of officers and clerical cadres. It may have karamcharis of various hues. As the Corporation of Nagpur has effectively ruled, these operations, viewed in severalty or collectively, may be treated as industry. It would be strange, indeed, if a university has 50 transport buses, hiring drivers, conductors, cleaners and workshop technicians. How are they to be denied the benefits of the Act, especially when their work is separable from academic teaching, merely because the buses are owned by the same corporate personality? We find, with all deference, little force in this process of nullification of the industrial character of the University's multi-form operations.”

27. A perusal of the above mentioned two judgments of the Hon'ble Supreme Court clearly show that the definition of “workman” as given in Section 2(s) of the Act has been interpreted in the most wide terms. Even otherwise the import of the provisions itself is wide ranging. It has been defined in such a way to include any person doing any manual, unskilled, skilled, technical, operational, clerical or supervisory work. Once a person is engaged for hire or reward, oblivious of the fact that whether the terms of employment are expressed or implied, a person would fall within the parameters of a “workman” atleast for the purposes of this Act. Even if a person is working on contract it cannot be said that he does not fall within the definition of a “workman”. It could be that being a contractual employee his disengagement may not fall within the definition of “retrenchment” but the same would be dependant upon the requirements of Sub Section (bb) of the provisions of Section 2(oo) of the Act. However, merely being a contractual employee does not mean that a person will not fall within the definition of “workman”. So, a contractual labourer/field assistant employed by a university, being an unskilled person, is a workman for the purpose of the Act.

28. Now advertent to the core question regarding the disengagement of the petitioner. It is a simple case of the respondents that the petitioner had been engaged on contract basis, being purely temporary and co-terminus with the project. The services of



the petitioner automatically stood terminated on the completion of the project. The petitioner thereafter had not applied for re-engagement despite being afforded opportunities.

29. Admittedly, it is not disputed that the petitioner worked as a field assistant with the respondents from August, 2010 till March, 2013. It is also not in dispute that prior to the same the petitioner had worked as a contractual labourer with the respondents from July 8, 2009 till October 20, 2009, as is evident from the own document of the petitioner Ex.P1, which is month-wise attendance of the petitioner. Ex.P2 (also Ex.RW2/F) is also the month-wise attendance detail of the petitioner, who had worked as a field assistant, being a contractual engagement purely temporary and co-terminus with the project, "Production of quality seeds/planting material of important spice crops".

30. From the evidence available on the file and in particular the document Ex.RW2/B, being copy of letter dated May 6, 2004, it can be gathered that the petitioner firstly in the year 2004 had been offered engagement on contractual basis of a labourer on a fixed salary of Rs.1950/- per month. It appears that he had accepted such offer, as per the own admitted document Ex.P1, the petitioner is shown to have worked as such for a period of 84 days *w.e.f.* 8-7-2009 to 20-10-2009. It was vociferously argued for the petitioner that Shri Vishal Sood (RW2) while under cross-examination has categorically admitted that as per Ex.RW2/B the petitioner had been appointed on daily basis by Associate Director (R&E). This admission would prove the case of the petitioner. This cannot be accepted. It is often said and rightly too that a man may tell lies, but the document does not. The recitals of the document Ex.RW2/B clearly show that the petitioner had only been offered to be engaged at work as a contractual labourer. It is the basic law that documentary evidence as compared to oral evidence has to be given weight. Thereafter, as per letter dated July 25, 2010, copy of which is Ex.RW2/C on the file, the petitioner had been offered contractual engagement to the post of field assistant, being purely temporary and co-terminus with the project on a fixed pay of Rs.5,000/- plus HRA per month. This offer was accepted by the petitioner and on his joining as field assistant on contractual basis, he had been asked to report for duty to the Incharge, Manhat/Makaroa, STPC with immediate effect, vide office order dated 3-8-2010, copy of which is Ex.RW2/D. As discussed above, as per Ex.P2 (also Ex.RW2/F), the petitioner is shown to have worked as a field assistant with the respondents from August, 2010 till March, 2013. Manifest that after accepting the terms and conditions of the letter (Ex.RW2/C), the petitioner had worked with the respondents as a field assistant on contractual basis, which post was purely temporary and co-terminus with the project. Therefore, the aforementioned letters/documents (Ex.RW2/B, Ex.RW2/C & Ex.RW2/D, Ex.P1 and Ex.P2) unfold that the services of the petitioner had been engaged purely on contractual basis by the respondents.

31. At this stage, it is apt to mention here that as per the standing instructions, per the policy decision taken by the university, no new casual workers were to be employed on muster rolls by any functionary of the university *w.e.f.* 1-1-2002 except such casual workers whose names were appearing in the seniority list in the overall interest of the university. Reference in this regard can be made to the copy of letter dated December 5, 2001 exhibited on the file as Ex.RW2/A. This document would also belie the case of the petitioner that he was appointed or engaged in September, 2009 as a daily waged beldar on muster rolls.

32. The petitioner as per his pleadings and evidence on record admitted that he was relieved from his duties by the respondents on 31st March, 2013. It is not in

dispute that the term of contractual employment of the petitioner was thereafter not renewed. It is specifically pleaded by the respondents and so has also been stated by Dr. A.K. Randev (RW1) that despite being afforded opportunities, the petitioner had not applied for re-engagement. Such testimony of Dr. A.K. Randev (RW1) has remained unchallenged on record. So, it appears to me that such fact was admitted by the petitioner.

33. Ex.RW2/C is the copy of last letter dated 25th July, 2010, which was sent to the petitioner by Associate Director (Seed/Tech) of the university. It depicts that the petitioner was offered a temporary post of field assistant purely on contractual basis and co-terminus with the project by the university and it appears from the month-wise attendance detail of the petitioner, copy of which is Ex.P2 (also Ex.RW2/F) that the petitioner had worked as such from 3rd August, 2010 to 31st March, 2013 purely on temporary contract basis on payment of fixed salary of Rs.5,000/- plus HRA per month. In Ex.RW2/C it has been highlighted that the contractual appointment was purely temporary. As already mentioned, it is the admitted case of the petitioner that he was relieved from his duties by the respondents on 31st March, 2013, *i.e.* the day on which the term of the contractual employment came to an end, being co-terminus with the project.

34. From the evidence available on the file, it is abundantly clear that the petitioner was only a contractual employee/field assistant who served the respondents/university in different spells from 3rd August, 2010 to 31st March, 2013 on payment of a fixed salary of Rs.5,000/- plus HRA per month. The term of contractual employment of the petitioner as per the last letter Ex.RW2/C was co-terminus with the project, which appears to have come to an end on 31st March, 2013. Non renewal of the term of contractual employment does not come within the mischief of the word “retrenchment” as per the Clause (bb) of Section 2(oo) of the Act.

35. That being so, by no stretch of imagination it can be said that the services of the petitioner were wrongly and illegally dispensed with by the respondents. The latter have not flouted any of the provisions of the Act.

36. Such being the situation, I have no hesitation to conclude that the respondents have not flouted the provisions of Sections 25-F, 25-G and 25-H of the Act. The termination of the services of the petitioner by the respondents cannot be termed as “retrenchment” particularly when the terms and conditions of engagement were to the knowledge of the petitioner and he had joined the service after admitting the same to be correct.

37. It appears to me that the avarice of the petitioner to grab the job and money has forced him to file a totally false and baseless claim. He is not entitled to any relief.

38. Issues No. 1 and 2 are decided against the petitioner and in favour of his opponent, while issue No. 3 is decided against the respondents and in favour of the petitioner.

#### *Issue No. 4 :*

39. Keeping in view my findings on issues No. 1 and 2 above, it is held that the claim petition is not maintainable in the present form.

40. The term of contractual appointment could have further been extended at the mutual discretion of both the parties only. In view of these facts, the petitioner has no right to continue in service after 31-3-2013 and the respondents cannot be directed to reinstate his services.

41. This issue is also decided against the petitioner and in favour of the respondents.

*Issue No. 5 :*

42. Not pressed.

*Relief :*

43. In the light of what has been discussed hereinabove, while recording the findings on issues supra, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 30th day of June, 2021.

Sd/-  
(YOGESH JASWAL),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SHRI YOGESH JASWAL, PRESIDING JUDGE, LABOUR  
COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA  
AT DHARAMSHALA (H.P.)**

Ref No. : 280/2016  
Date of Institution : 04-5-2016  
Date of Decision : 30-06-2021

Shri Ravi Dutt s/o Shri Bansi Lal, c/o Shri Sunder Singh Sippy (General Secretary) All HP HPPWD and IPH Kamgar Union, House No.100/3, Roura Sector No.2, District Bilaspur, H.P. . .*Petitioner.*

*Versus*

1. The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, District Solan, H.P.

2. The Director, Regional Horticulture & Forestry, Research Station, Bhota, District Hamirpur, H.P. . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Rajat Chaudhary, Adv. Vice

For the Respondent(s) : Sh. Mukul Vaid, Adv. Vice

**AWARD**

The reference given below has been received from the appropriate Government for adjudication:

“Whether demand of Shri Ravi Dutt s/o Shri Bansi Lal, c/o Shri Sunder Singh Sippy (General Secretary) All HP HPPWD and IPH Kamgar Union, House No.100/3, Roura Sector No. 2, District Bilaspur, H.P. regarding regularization of his daily wages services after completion of 8 years continuous service *w.e.f.* 01-01-2013 as per Government Policy to be fulfilled by (i) the Registrar, Dr. Y.S. Parmar, University of Horticulture & Forestry, Nauni, District Solan, H.P., (ii) the Director, Regional Horticulture & Forestry, Research Station, Bhota, District Hamirpur, H.P., is legal and justified? If yes, to what relief, service benefits above workman is entitled to from the above employers?”

2. After that, a corrigendum reference dated 14th February, 2017 has been received from the appropriate Government, which reads thus:

“In partial modification of this Department’s Notification of even number dated 18-04-2016, the name of employer number (ii) may be read as, “the Dean, College of Horticulture and Forestry Neri, District Hamirpur, H.P.” instated of, “the Director, Regional Horticulture and “Forestry Research Station Bhota, District Hamirpur, H.P.’, which was inadvertently recorded in the said notification”.

3. The case of the petitioner as it merges from the statement of claim is that he had regularly worked as a daily waged beldar with respondent No. 2 under the control and supervision of respondent No.1 *w.e.f.* 3-4-2000 at Neri (Bhota). His services had been reinstated along-with seniority and continuity in service as per the Award passed by this Court as well as the orders of the Hon’ble High Court of Himachal Pradesh. The respondents had granted seniority to the petitioner *w.e.f.* 14-11-2005, so he was to be regularized *w.e.f.* 1-1-2013. However, his services had been regularized by the respondents on and *w.e.f.* 31-10-2015. He be ordered to be reinstated on and *w.e.f.* 1-1-2013. Hence the petition.

4. On notice, the respondents appeared. They filed a joint detailed reply controverting the averments made in the petition/statement of claim. The contents of the petition were denied on merits. It is asserted that as per Award dated 24-8-2012 passed in Reference No.153/2012 by this Court, the petitioner was entitled to seniority and continuity in service from the date of his illegal termination *i.e.* 14-11-2005, without back wages. The Award was challenged by the respondents before the Hon’ble High Court of Himachal Pradesh in Civil Writ Petition No. 8937 of 2012-D. It was disposed of on 17-10-2012. Thereafter the petitioner’s case had been sent to the Additional Chief Secretary (Hort.) to the Government of Himachal Pradesh and that

approval for re-engaging the petitioner was granted by the Government on 18-6-2004. The petitioner was accordingly re-engaged *w.e.f.* 14-11-2005 *vide* letter dated 7-5-2013. His seniority was also determined from the aforesaid date at serial No. 7 in the tentative seniority list of daily waged workers *vide* memorandum dated 1-10-2014. The services of the petitioner along-with his three seniors were regularized *vide* office order dated 29-10-2015, as per the instructions dated 7-5-2015 of the Government and as per the approval accorded by the Finance Committee and the Board of Management of the university in the meeting held on 8-10-2015. It is specifically denied that the petitioner was to be regularized in service on and *w.e.f.* 1-1-2013. Hence, it is prayed that the petition be dismissed.

5. While filing the rejoinder the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court *vide* order dated 01-8-2018:

1. Whether demand of petitioner regarding regularization of daily wages services to be fulfilled by respondents is/was legal and justified as alleged?  
..*OPP.*
2. If issue No.1 is proved in affirmative to what service benefits the petitioner is entitled to?  
..*OPP.*

Relief.

7. Thereafter, parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Arguments of the learned vice counsel for the petitioner and the learned counsel for the respondents heard and records gone through.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No

Issue No. 2 : Negative

Relief. : Petition dismissed per operative of the Award

### REASONS FOR FINDINGS

*Issues No.1 and 2 :*

10. Both these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

11. The petitioner, namely, Shri Ravi Dutt examined himself as PW1 and filed his affidavit in evidence, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the

contents of his statement of claim. He also filed certain documents purportedly in support of his claim, which are Ex.PW1/B to Ex.PW1/I.

In the cross-examination, he stated that he was appointed on 3-4-2000. He admitted that he had given a demand notice. He also admitted that earlier he had filed a petition for his reinstatement. Further, he admitted that it was decided in his favour. He also clearly admitted that he was granted the seniority from 14-11-2005 and that he was regularized in service on 31-10-2015.

12. Conversely, Shri P.C. Sharma, Dean the then Director, Institute of Biotechnology and Environmental Sciences, Dr. Y.S. Parmar University of Horticulture and Forestry (respondent No.1) testified as RW1. In his affidavit Ex. RW1/A preferred as per Order 18 Rule 4 of the Code of Civil Procedure, he corroborated on oath the contents of the reply filed by the respondents.

In the cross-examination, he admitted that the petitioner was ordered to be re-engaged as per the order passed by this Court in the year 2012. He also admitted that as per the directions of this Court, the petitioner had been granted seniority. Further, he admitted that the petitioner was regularized in service on 31-10-2015. Thereafter stated, on 29-10-2015. He was not aware that as per which policy the petitioner was regularized in service. He feigned ignorance that the petitioner was to be regularized in service on 1-1-2013 after eight years of service, as per the policy.

13. The respondents also examined one Shri Vishal Sood, Executive Engineer, College of Horticulture and Forestry as RW2. He filed document *i.e.* copy of notification regarding regularization of daily waged workers dated 7-5-2015. In the cross-examination, he stated that he had been authorized by Dean, College of Horticulture and Forestry, Neri to submit the record.

14. Ex. RW2/A is the copy of letter/order dated 7th May, 2015 regarding regularization of daily waged workers/contingent paid workers.

15. Indisputably, the services of the petitioner were terminated in the first instance *w.e.f.* 21-3-2002 to 30-10-2004 and finally *w.e.f.* 14-11-2005 by the respondents. There is no denial of the fact that an Award dated 24-8-2012 was passed by this Court in Reference No.153/2012, copy of which is Ex.PW1/C on record, whereby while setting aside the termination order(s) the petitioner was directed to be reinstated with seniority and continuity in service from the date of his illegal termination *i.e.* 14-11-2005, except for the back wages. The parties are not at variance that being aggrieved of the order of re-engagement, the respondents had preferred a Civil Writ Petition before the Hon'ble High Court of Himachal Pradesh. The said writ petition had been registered as CWP No.8937 of 2012-D. It is not disputed that the said writ petition was disposed of by the Hon'ble High Court whereby the Award passed by this Court was upheld and the findings that the disengagement of the petitioner-workman was violative of the provisions of Section 25-G of the Act were affirmed.

16. As is apparent from the record, the Government of Himachal Pradesh had approved to re-engage the petitioner along-with others in compliance of the Award passed by this Court and the directions issued by the Hon'ble High Court of Himachal Pradesh in above-mentioned Civil Writ Petition. Reference in this regard can be made to the copy of letter dated February 18, 2013 placed on record as Ex.PW1/E. It is also evident from the letter dated May 7, 2013 addressed by respondent No.1 to the Director,

Institute of Biotechnology and Environment Science, Neri, District Hamirpur (HP), copy of which is Ex.PW1/F on the file, that in compliance of the directions of the Hon'ble High Court of H.P. and the further approval of the State Government of Himachal Pradesh, the petitioner was asked to be re-engaged along-with others as a daily paid labourer after completing all the codal formalities.

17. It appears from the testimony of Shri P.C. Sharma (RW1) that as per the Award passed by the Court, the petitioner was granted the seniority. As per office memorandum issued by respondent No.1 on October 1, 2014, copy of which is Ex.PW1/G, tentative seniority list of daily waged workers of the university, as it stood on 31-12-2013 was prepared. It's copy is there on the file as Ex.PW1/H. In this tentative seniority list the name of the petitioner figures at serial No.7.

18. Admittedly, the petitioner has been regularized to the post of peon in the Department of Soil Science and Water Management of the University against the vacant post of peon under the scheme HPL-206-17. It is the own admitted case of the petitioner that he was regularized on and *w.e.f.* 31-10-2015. Sh. P.C. Sharma (RW1) while under cross-examination was also categorical that the petitioner had been regularized on 31-10-2015.

19. The only grievance of the petitioner is that he ought to have been regularized on January 1, 2013 as per the scheme announced by the State of Himachal Pradesh from time to time. It is the specific case of the respondents that the petitioner had been regularized in accordance with the instructions contained in order dated 7.5.2015 of the Government of Himachal Pradesh. At this stage it is apt to make a reference to such order of the Government. It read as follows:

“Norms/Principles regarding regularization of Daily Waged/Contingent Paid Workers.

- (i) Daily waged/contingent paid workers who have completed 7 years of continuous service (with a minimum of 240 days in a calendar year except where specified otherwise for the tribal areas) as on 31-3-2015 may be considered for regularization against the available vacancies in various Departments and the terms & conditions for such regularization shall be governed as per Annexure-‘A’.
- (ii) No new post of any category will be created.
- (iii) After regularization, the original post of the concerned daily waged/contingent paid workers shall be abolished.
- (iv) The regularization will depend subject to availability of budget allocated to the department concerned for that year.
- (v) Since no new post is to be created, therefore, no additional fund/budget will be demanded.
- (vi) 7 years of continuous service is only an eligibility criteria and regularization shall be only from prospective effect *i.e.* after the date, the orders of regularization is issued after completion of codal formalities.

- (vii) The daily waged/contingent paid workers being considered for such regularization shall possess minimum educational qualification as prescribed in the Recruitment & Promotion Rules of such post at the time of initial engagement. However, the educational qualification will be relaxed, if required.
- (viii) In case of a daily waged/contingent paid workers, who has worked for less than 7 years on higher wages, on a higher pay scale post, he/she will be considered for regularization by combining the service both in the lower scale post and higher scale post but shall be regularized on a lower post because for regularization on a higher post, 7 years complete daily wage/contingent paid service on the higher pay scale post shall be essential.
- (ix) The daily waged/contingent paid workers may be regularized against the posts/vacancies of relevant categories purely on seniority basis subject to rejection being unfit and by doing so in case any roster point for reserved/feeder category remains under utilized, these shall be made good in future recruitments by filling up the backlog first.
- (x) Such daily waged/contingent paid workers, who were within the age limit prescribed for direct recruitment at the time of engagement on daily wages/contingent paid basis, may be given relaxation in age limit while regularizing their services, if they have crossed the maximum age limit as prescribed in the Recruitment and Promotion Rules.
- (xi) Such daily waged/contingent paid workers, who have been engaged without being sponsored by the Employment Exchange, may be given relaxation while regularizing their services.
- (xii) The Department(s) are not required to make prior consultation with the H.P. Public Service Commission for regularization of services in case of those posts which fall within the purview of the H.P. Public Service Commission.
- (xiii) The seniority of the daily waged/contingent paid workers as are regularized under this policy vis-a-vis employee appointed on regular basis shall be determined on the date of issue of these policy instructions. The inter-se-seniority of such daily waged/contingent paid workers shall be determined in accordance with order of regularization of such daily wage/contingent paid worker based on seniority as daily wage/contingent paid worker.
- (xiv) There shall be no resultant vacancy by way of such regularization because such vacancies shall be abolished.
- (xv) If the vacant post is not available, the regularization may be done against available analogous Class-IV posts having identical pay band".

20. Learned counsel for the respondents submitted that as per the scheme, the petitioner had been regularized and since the scheme only permits regularization *w.e.f.* the date of regularization, the petitioner is not entitled to the relief as claimed for by him in the present case.



21. This argument of the learned counsel for the respondents holds good to me for the reason that the aforesaid scheme announced by the Government clearly provided that daily waged workers/contingent paid workers who had completed seven years of continuous service (with a minimum of 240 days in a calendar year except where specified otherwise for the tribal areas) as on 31-3-2015 were to be considered for regularization against available vacancies in the department and that seven years of continuous service was only an eligibility criteria and the regularization was to be only from the prospective effect *i.e.* after the date the order of regularization was issued after completion of all the codal formalities. In the case on hand, as is evident from the office order dated 29-10-2015, copy of which is placed on record Ex.PW1/I, the services of the petitioner along-with seven others had been regularized to the post of peon/beldar in the university from the date(s) they reported for duty in the respective departments/offices/outstations as shown against them. In the above circumstances, as the scheme under which the petitioner along-with seven others had been regularized in the university, clearly provided that the regularization was to take effect from the prospective effect *i.e.* after the date the order of regularization was issued and after the completion of codal formalities, it does not lie in the mouth of the petitioner to say that he ought to have been regularized *w.e.f.* January 1, 2013. It appears me to that after the date of order of regularization *i.e.* 29-10-2015, the petitioner had rightly been regularized in the university on and *w.e.f.* 31-10-2015, after completion of all the codal formalities.

22. In all fairness, the learned vice counsel for the petitioner has placed reliance upon the judgment of our own Hon'ble High Court passed in CWP No.4999 of 2010 titled as Som Nath vs. State of H.P. & Ors on 25-8-2010. It's copy has been placed on record by the petitioner as Ex.PW1/B. I have carefully gone through the aforesaid judgment relied upon by the learned vice counsel for the petitioner and I am of the view that the same is not applicable to the facts and circumstances of this case. In that case the grievance of the workers was that before regularization, they ought to have been granted the work-charged status. In the case on hand, the petitioner has not claimed any such work-charged status. Then, orders of the Government dated 3-4-2000 and 6-5-2000 were in issue in that case, whereas in the instant case the petitioner along-with seven others have been regularized in service as per the subsequent scheme dated 7th May, 2015 announced by the State.

23. Such being the situation, I have no hesitation to conclude that the services of the petitioner had rightly been regularized in the university on the basis of the scheme announced by the Government on 7th May, 2015, on and *w.e.f.* 31-10-2015, after completion of all the codal formalities. The claim of the petitioner is not maintainable. The petitioner is not entitled to any relief.

24. Issues No.1 and 2 are accordingly answered in the negative and decided against the petitioner.

*Relief:*

25. In the light of what has been discussed hereinabove, while recording the findings on issues *supra*, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 30th day of June, 2021.

Sd/-  
(YOGESH JASWAL),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**HIMACHAL PRADESH ELECTION DEPARTMENT**  
**Block No.38, SDA Complex, Kasumpti, Shimla-171009**

NOTIFICATION

*Dated, the 7th September, 2021*

**No.5-30/2018-ELN.**—On the recommendations of Departmental Promotion Committee, the Governor, Himachal Pradesh, is pleased to order, promotion of Sh. Arvind Minhas, Election Kanungo, Sub Divisional Election Office, Baijnath, District Kangra to the post of Naib-Tehsildar (Election), Class-II (Gazetted) in the pay scale of Rs. 10300-34800/- plus Rs. 4800/- Grade Pay and posting in the Sub Divisional Election Office, Salooni, District Chamba against vacancy of Naib-Tehsildar (Election), with immediate effect.

The above officer will remain on probation for a period of two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.

The above officer will have to exercise option for fixation of pay under the provisions of saving clause of FR-22(I)(a)(1) within a period of one month from the date of joining as Naib-Tehsildar(Election).

By order,  
C. PAULRASU,  
*Chief Electoral Officer-cum-Secretary (Election).*

**HIMACHAL PRADESH ELECTRICITY REGULATORY COMMISSION, SHIMLA**

NOTIFICATION

*Shimla, the 8th September, 2021*

**HPERC-H(1)25.**—The Himachal Pradesh Electricity Regulatory Commission, in exercise of the powers conferred by sub-section (1) and clause (zp) of sub-section (2) of Section 181, of the Electricity Act, 2003 (36 of 2003) and all other enabling powers it in this behalf, hereby, after previous publication makes the following regulations to amend the Himachal Pradesh Electricity Regulatory Commission (Deviation Settlement Mechanism and Related Matters) Regulations, 2018, read with its first amendment thereof as per the notification issued on 29th June, 2019, as published in the Rajpatra, Himachal Pradesh on 3rd July, 2019 (hereinafter jointly referred as “the said regulations”), namely:—

**REGULATIONS**

**1. Short title and commencement.**—(1) These regulations may be called the Himachal Pradesh Electricity Regulatory Commission (Deviation Settlement Mechanism and Related Matters) (Second Amendment) Regulations, 2021.

(2) These regulations shall come into force from 00.00 hrs of the first day of the week (i.e. Monday) starting immediately after the date of their publication in the Rajpatra, Himachal Pradesh.

**2. Amendment of regulation 2 of the said regulations.**—in item (i) of sub-regulation (1), for the sign “;” appearing at the end of the para, the sign “:” shall be substituted and thereafter the following new proviso shall be added, namely:—

“Provided that the deviation in case of the distribution licensee shall always be computed in terms of under drawal or over drawal for each time block by treating it as a buyer even if it exports power to the grid in some time blocks;”

**3. Amendment of regulation 5 of the said regulations.**—(I) in item (iii) of sub-regulation (C), for the word, sign and figure “of +/- 12%”, the words and figure “as specified in regulation 9” shall be substituted;

(II) in sub-regulation (H), for the sign “.” appearing at the end of the para, the sign “:” shall be substituted and thereafter the following new proviso shall be added, namely:—

“Provided that in case of transactions involving sale or purchase of power from the Solar/Wind generating stations, the provisions of the Schedule to these regulations shall be applicable.”;

(III) in sub-regulation (I), for the sign “.” appearing at the end of the para, the sign “:” shall be substituted and thereafter the following new proviso shall be added, namely:—

“Provided that in case of transactions involving sale or purchase of power from the Solar/Wind generating stations, the provisions of the Schedule to these regulations shall be applicable.” ;

(IV) in sub-regulation (IA) for the words, “pay the additional charges, in case of violation”, the words, “pay the additional charges, save as provided in the Schedule to these regulations in relation to the sale or purchase of power from the Solar/Wind generating stations, in case of violation ” shall be substituted;

(V) in sub-regulation (L).—

For the sixth proviso, the following shall be substituted, namely :—

“Provided further that if SLDC procures URS on the basis of specific requests made by the distribution licensee or any other State Entity(ies), it shall apportion such URS to the concerned State Entity(ies) exclusively.” ; and

(VI) in sub-regulation (N), the existing para shall be numbered as “(i)” and thereafter the following new para “(ii)” shall be added, namely : –

“(ii) The State Entities shall provide data telemetry to SLDC and shall ensure the correctness of the real time data and undertake the corrective actions, if required. Frequency of real time data updation to be shared with SLDC shall be 10 second or less as per prevailing practice being followed by RLDCs. Further, any other outage plan shall be forwarded to SLDC:

Provided that the State Entities shall follow Central Electricity Regulatory Commission (Communication Systems for Inter- State Transmission of Electricity) Regulations, 2017 for Communication infrastructure to be used for data communication, tele-protection of power system at the State level till the Commission notifies separate regulations on Communication systems for State Entities:

Provided further that the State Entities shall abide by any guidelines, technical standards, protocols for communication system etc. which may be notified by CEA under CERC (Communication Systems for Inter-State Transmission of Electricity) Regulations, 2017, as applicable to them.”

#### **4. Amendment of regulation 7 of the said regulations.—**

In sub-regulation (1) .—

(i) for the words “The charges for the Deviations” appearing in the beginning of para, the words “Save as provided in the Schedule to these regulations in relation to the sale or purchase of power from the Solar / Wind generating stations, the charges for the Deviations” shall be substituted ; and

(ii) in the proviso.—

(a) in item (i), for the words “the receivables”, the words “in case of the State Entities other than the distribution licensee, the receivables” shall be substituted ; and

(b) after item (ii), the following new item “(iii)” shall be added, namely :—

“(iii) In case of distribution licensee, the receivables against the charges for the Deviation for the under drawal in a time block in excess of 12% of the absolute value of the Scheduled drawal, shall be zero :

Provided that in case of distribution licensee, when absolute value of Schedule in a time block is less than or equal to 300MW, the charges for deviation for the under drawal in excess of 36 MW, shall be zero.”

**5. Amendment of regulation 8 of the said regulations.—**(i) in sub-regulation (1), for the words “The over-drawal/under-drawal of electricity by any buyer”, the words, brackets and figure “Save as provided in sub-regulation (3) of this regulation, the over-drawal/under-drawal of electricity by a State Entity other than the distribution licensee” shall be substituted; and

(ii) after sub-regulation (2), the following new sub-regulation (3) shall be added, namely:—

“(3) The over-drawal/under-drawal of electricity by distribution licensee during any time block shall not exceed 12% of the absolute value of the Scheduled drawal, when grid frequency is “49.85 Hz and above” but “below 50.05 Hz” :

Provided that in case of distribution licensee, when absolute value of Schedule is less than or equal to 300MW, the over drawl/under drawl of electricity shall not exceed 36MW, when grid frequency is “49.85 Hz and above” but “below 50.05 Hz”.

**6. Amendment of regulation 9 of the said regulations.—**

In sub-regulation (1) :—

(i) for the words “In addition to charges” appearing in the beginning of para, the words “Save as provided in the Schedule to these regulations in relation to the sale or purchase of power from the Solar/Wind generating stations, in addition to charges” shall be substituted ; and

(ii) for the existing proviso, the following provisos shall be substituted, namely:—

“Provided that in case of distribution licensee, when the absolute value of its Schedule is less than or equal to 300 MW, the additional charges for the deviation payable by the distribution licensee shall be based on the percentage of deviation worked out with reference to the Schedule of 300 MW :

Provided further that any drawal of power by a generating station prior to COD of a unit for the start up activities shall be exempted from the payment of additional charges of Deviation.”

**7. Amendment of regulation 9A of the said regulations.—**In the first proviso to clause (b), for the words “Provided that”, the words “Provided that, save as provided in the Schedule to these regulations in relation to the sale or purchase of power from the Solar/Wind generating stations,” shall be substituted.

**8. Addition of Schedule to the said regulations.—**The following “Schedule” shall be added to the said regulations, namely:—

**“Schedule”**

**Special provisions in relation to the sale/purchase/captive consumption of power from Solar/Wind generating stations.**

**(1) Applicability :—**This Schedule shall be applicable for the transactions involving:—

- (i) Sale of power by the Solar/Wind generators, which are State Entities, to the buyers, which are also the State Entities;
- (ii) Sale of power by the Solar/Wind generators, which are State Entities, to the buyers outside the State;
- (iii) Sale of power by the Solar/Wind generators to the buyers within the State by availing Inter State Open Access;
- (iv) Captive consumption by the Solar/Wind generators by availing Intra State Open Access; and
- (v) Captive consumption by the Solar/Wind generators by availing Inter State Open Access.

**(I) Definitions :—**In this Schedule, unless the context otherwise requires.—

- (i) 'Absolute Error' shall mean the absolute value of the error in the actual generation of Solar/Wind generators with reference to the Scheduled generation and the 'Available Capacity' (AvC), as calculated using the following formula for each 15 minute time block:

$$\text{Error (\%)} = 100 \times \text{No. of time blocks in an hour} \times [\text{Actual Generation} - \text{Scheduled Generation}] / (\text{AvC})$$

**Note :—**Actual generation and Scheduled generation shall be taken in MWH and the AvC shall be taken in MW.

- (ii) 'Available Capacity (AvC)' for Solar/Wind generators which are State Entities shall mean the cumulative capacity rating of the solar inverters/wind turbines that are capable of generating power in a given time-block;

**(2) Deviation Charges :—**The deviation charges for under or over-injection and the other related charges i.e. additional deviation charges and the sustained deviation charges shall be applicable for these types of transactions as per the following provisions:—

**(I) Intra-State Transactions:—**

Sale of power by the Solar/Wind generators, which are State Entities to the buyers, which are also State Entities; and Captive consumption by the Solar/Wind generators by availing Intra State Open Access:—

- (i) the generators shall be paid on the basis of actual generation, subject, however, to adjustment of losses etc;
- (ii) the generation Schedule as well as the corresponding drawal Schedule shall be treated as revised based on actual generation for the billing purposes;
- (iii) for the deviations in the generation, being less or more than the Scheduled generation, the deviation charges for shortfall or excess generation shall be payable by the Solar/Wind generator or the QCA on its behalf, as the case may be, to the State Deviation Pool Account, at the following rates :—

TABLE – 5

**DEVIATION CHARGES IN CASE OF OVER/ UNDER INJECTION**

Sl. No.	Absolute error in the 15-minute time block	Deviation Charges payable
1.	<= 15%	None
2.	>15% but <= 25%	(@ Rs. 0.50 per unit for the shortfall or for the excess energy beyond 15% and upto 25%)
3.	>25% but <=35%	(@Rs. 0.50 per unit for shortfall or for excess energy beyond 15% and upto 25%) + (@ Rs1.00 per unit for balance energy beyond 25% and up to 35%)

4	> 35%	((@Rs. 0.50 per unit for the shortfall or for the excess energy beyond 15% and upto 25%) + (@Rs. 1.00 per unit for the energy beyond 25% and up to 35%)+(@Rs. 1.50 per unit for the balance energy beyond 35%))
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**Note :—**(a) The charges payable for deviation from Schedule by the Solar/Wind generators which are State Entities, shall be delinked from frequency.

(b) The charges under regulations 7, 8, 9 and 9A of these regulations shall not be applicable in such cases.

(c) the deviations, if any, in the drawals by the buyer based on the revised Schedule as per clause (ii) above, shall be accounted for in accordance with the main regulations *i.e.* Regulation 1 to 20 of these regulations; and

**(II) Inter -State Transactions:—**(a) Sale of power by the Solar/Wind generators, which are State Entities, to the buyers outside the State; (b) Sale of power by the Solar/Wind generators to the buyers within the State by availing Inter State Open Access; and (c) Captive consumption by the Solar/Wind generators by availing Inter State Open Access:—

- (i) If NRLDC gives a separate treatment to such transactions as per sub-clauses (v)(vi) and (vii) of clause (1) under regulation 5 of Central Electricity Regulatory Commission (Deviation Settlement Mechanism and related matters) (Second Amendment) Regulations, 2015, the SLDC shall also give the similar treatment, for the purposes of deviation and other related charges under these regulations as well as for account of RPOs, to the inter-State transactions involving sale of power or captive consumption by the Solar/Wind power generators as well as for the purchase of power by the State Entities from such generators. The SLDC shall keep separate account of such transactions and shall reflect the same suitably in weekly bills etc. The amount to be billed (recoverable/ payable) on the concerned State Entity shall be at par with those billed by NRLDC for such transactions except for adjustment of losses, transmission and wheeling charges etc.; and
- (ii) If NRLDC does not give special treatment for such transactions as per item (i) above, the SLDC shall also not give special treatment to such transactions and shall charge the concerned State Entities for such transactions at the normal rates as per regulations 7, 8, 9 and 9A of these regulations and no special rates for deviation etc. shall be applicable. In such cases the SLDC shall not be required to maintain separate account for such transactions.

**(3) Dedicated Sale/Purchase of power by distribution licensee from Solar/Wind Sources:—**The distribution licensee shall be treated as separate State Entity(ies) for the transactions involving:—

- (i) dedicated sale of power by the distribution licensee from its Solar/Wind sources, whether from its own projects or out of the dedicated purchases made by it from such sources, to the buyers within the State which are State Entities;
- (ii) dedicated sale of power by the distribution licensee from its Solar/Wind sources, whether from its own projects or out of the dedicated purchases made by it from such sources, to the buyers outside the State ;

- (iii) dedicated purchase of power from the Solar/Wind generating stations which are State Entities; and
- (iv) dedicated purchase of power from Solar/Wind generating stations by availing Inter State Open Access.

Transactions involving dedicated sale/purchase of energy by the distribution licensee under such scenarios will be given the treatment at par with the respective provisions, as applicable for Intra State Transactions or Inter State Transactions as the case may be of this Schedule.

**(4) Other Provisions :—**Except for the special provisions made in the Schedule, all other provisions of the main regulation 1 to 20 of these regulations, including those for payment etc., shall be applicable.

By order of the Commission,

Sd/-  
(RAVINDER NATH SHARMA),  
Secretary.

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी सुजानपुर, तहसील सुजानपुर,  
जिला हमीरपुर (हि0 प्र0)

केस नम्बर—09 / 2020

दायर तिथि : 15—12—2020

श्री मोहन लाल पुत्र सीता राम, निवासी महाल दराटी, डाकघर रंगड, ग्राम पंचायत रंगड, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0)।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 स्व0 श्री रोशन लाल पुत्र सीता राम, निवासी महाल दराटी, डाकघर रंगड, ग्राम पंचायत रंगड, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0)

श्री मोहन लाल पुत्र सीता राम, निवासी महाल दराटी, डाकघर रंगड, ग्राम पंचायत रंगड, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0) द्वारा आवेदन—पत्र समस्त रिकार्ड व शपथ—पत्र सहित इस कार्यालय में प्राप्त हुआ है। जिसमें उल्लेख है कि स्व0 श्री रोशन लाल पुत्र सीता राम, निवासी महाल दराटी, डाकघर रंगड, ग्राम पंचायत रंगड, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0) की मृत्यु दिनांक 07—09—2001 को हुई है जो कि ग्राम पंचायत रंगड के जन्म व मृत्यु रजिस्टर में दर्ज न है अतः प्रार्थी अपने भाई की मृत्यु का पंजीकरण ग्राम पंचायत रंगड के जन्म व मृत्यु रजिस्टर के रिकार्ड में दर्ज करवाना चाहता है।

अतः इस इशतहार/मुश्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को स्व0 श्री रोशन लाल पुत्र सीता राम, निवासी महाल दराटी, डाकघर रंगड, ग्राम पंचायत रंगड, तहसील



सुजानपुर, जिला हमीरपुर (हि0 प्र0) की मृत्यु दिनांक 07-09-2001 ग्राम पंचायत रंगड के रिकार्ड में दर्ज करवाने बारे कोई आपत्ति हो तो वह असालतन या वकालतन दिनांक 10-09-2021 को तहसील सुजानपुर, जिला हमीरपुर में प्रातः 11.00 बजे उपस्थित होकर अपना उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी व श्री मोहन लाल पुत्र सीता राम, निवासी महाल दराटी, डाकघर रंगड, ग्राम पंचायत रंगड, तहसील सुजानपुर, जिला हमीरपुर (हि0 प्र0) के भाई स्व0 श्री रोशन लाल पुत्र सीता राम की मृत्यु दिनांक 07-09-2001 को ग्राम पंचायत रंगड के रिकार्ड में दर्ज करने के आदेश जारी कर दिए जाएंगे व उसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा।

आज दिनांक 10-08-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—  
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,  
सुजानपुर, जिला हमीरपुर (हि0 प्र0)।

#### ब अदालत उप-मण्डल दण्डाधिकारी बड़सर, जिला हमीरपुर, हिमाचल प्रदेश

श्री रोशन लाल शर्मा सुपुत्र श्री जय राम शर्मा, वासी गांव सेर हारदो, डाकघर टिप्पर, तहसील बड़सर, जिला हमीरपुर, हिमाचल प्रदेश। प्रार्थी।

बनाम

आम जनता

प्रतिवादी।

विषय.— नोटिस के माध्यम से प्रकाशन बारे।

प्रार्थना—पत्र श्री रोशन लाल शर्मा ने हाजिर अदालत दायर किया है। प्रार्थी का आवेदन है कि उनकी शादी दिनांक 31-07-1980 को कान्ता शर्मा के साथ हुई है। प्रार्थी की शादी का पंजीकरण नाम ग्राम पंचायत टिप्पर के पंचायत रिकार्ड में दर्ज नहीं है।

अतः आम जनता व इलाकावासियों को इस अदालत द्वारा जारी नोटिस/इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त श्री रोशन लाल शर्मा व कान्ता शर्मा के विवाह को दर्ज करने बारे आपत्ति हो तो वह अपना एतराज असालतन या वकालतन हाजिर अदालत आकर दिनांक 19-09-2021 से पूर्व पेश कर सकता है। इसके उपरान्त कोई एतराज मान्य नहीं होगा। किसी की भी आपत्ति प्राप्त न होने की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी तथा प्रार्थी के विवाह को दर्ज करने बारे सम्बन्धित ग्राम पंचायत को आदेश दे दिया जाएगा।

नोटिस आज दिनांक 18-08-2021 को मेरे हस्ताक्षर एवं कार्यालय मोहर अदालत द्वारा पारित हुआ।

मोहर।

हस्ताक्षरित/—  
उप-मण्डल दण्डाधिकारी बड़सर,  
जिला हमीरपुर (हि0 प्र0)।

**ब अदालत विवाह पंजीकरण अधिकारी, बड़सर, उप-मण्डल बड़सर, जिला हमीरपुर (हि0 प्र0)**

1. Mr. Vinod Kumar age 35 years s/o Sh. Tulsi Ram, r/o Village & P.O. Barsar, Tehsil Barsar, District Hamirpur (H.P.).

2. Ms. Kavita age 34 years d/o Sh. Gian Chand, r/o Village Ghumarwin, P.O. Baliah, Tehsil Barsar, District Bisaspur (H.P.) प्रार्थी।

बनाम

आम जनता

प्रतिवादी।

आम जनता को सूचित किया जाता है कि प्रार्थी एक व दो ने इस न्यायालय में विवाह पंजीकरण करवाने हेतु आवेदन किया है। अतः इस इशतहार द्वारा आम जनता व विनोद कुमार सुपुत्र श्री तुलसी राम व कविता पुत्री श्री ज्ञान चन्द के माता-पिता को इस विवाह के पंजीकरण बारे एतराज हो तो दिनांक 28-09-2021 या इससे पूर्व प्रातः 10.00 बजे तक इस न्यायालय में आपत्ति दर्ज करवा सकते हैं। इस तिथि के बाद कोई उजर स्वीकार नहीं किया जावेगा।

आज दिनांक 28-08-2021 को मेरे हस्ताक्षर एवं मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—

विवाह पंजीकरण अधिकारी,  
बड़सर, उप-मण्डल बड़सर, जिला हमीरपुर (हि0 प्र0)।

**ब अदालत तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी, भोरंज, जिला हमीरपुर (हि0प्र0)**

मुकद्दमा नम्बर:—

तारीख पेशी : 20-09-2021

1. श्री गिरधारी लाल पुत्र कांशी, 2. श्री रतन चन्द पुत्र कांशी, निवासीगण टीका ककड़, मौजा मेवा, तहसील भोरंज, जिला हमीरपुर (हि0 प्र0) प्रार्थी।

बनाम

1. आम जनता,
2. जसोधा देवी पुत्री कांशी, निवासी टीका ककड़, मौजा मेवा, तहसील भोरंज, जिला हमीरपुर (हि0 प्र0) प्रतिवादी।

विषय.—दर्ज करने इंतकाल मकफूद उलखबरी।

यह दरखास्त उपरोक्त प्रार्थी ने इस अदालत में इस आशय से दे रखी है कि प्रतिवादी नं0 2 उसकी बहन है। प्रतिवादी 2 अरसा 30 वर्षों से लापता है जिसकी रिश्तेदारी एवं अन्य जगह काफी तलाश की गयी परन्तु उसके जीवित या मृत होने का कोई भी साक्ष्य मौजूद नहीं है। प्रार्थी ने प्रार्थना की है कि प्रतिवादी 2 की अचल सम्पत्ति का इंतकाल मकफूद उलखबरी उनके पक्ष में दर्ज किया जाकर स्वीकार किया जाये क्योंकि प्रतिवादी 2 का वारस केवल प्रार्थी ही है।

अतः इस इशतहार द्वारा आम जनता एवं प्रतिवादी 2 को सूचित किया जाता है कि इंतकाल मकफूद उलखबरी वहक वारस/प्रार्थी दर्ज कर तसदीक करने बारे किसी को कोई आपत्ति/एतराज हो तो वह दिनांक

20-09-2021 या इससे पूर्व असातन/वकालतन हाजिर अदालत आकर एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्रवाई की जाकर इंतकाल मकफूद उलखबरी वहक वारस/प्रतिवादी दर्ज कर तसदीक कर दिया जायेगा तथा बाद का उजर जेरे समायत न होगा।

आज दिनांक 16-08-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—  
तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,  
भोरंज, जिला हमीरपुर (हि0प्र0)।

### ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

प्रकरण संख्या : 26/20

श्रीमती हसना पुत्री श्री युसुफ पुत्र छलूवाला, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती हसना पुत्री श्री युसुफ पुत्र छलूवाला, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) ने एक प्रार्थना—पत्र प्रस्तुत करके निवेदन किया है कि आवेदिका किन्हीं कारणों से अपनी जन्म तिथि 06-06-1998 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाई है। इस बारे आवेदिका द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ—पत्र भी आवेदिका ने अपने प्रार्थना—पत्र के साथ संलग्न किये हैं। आवेदिका ने ग्राम पंचायत अजौली में अपनी ऊपर वर्णित जन्म तिथि 06-06-1998 को दर्ज करने का अनुरोध किया है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को श्रीमती हसना की जन्म तिथि ग्राम पंचायत, अजौली, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 26-09-2021 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त श्रीमती हसना की जन्म तिथि को सम्बन्धित ग्राम पंचायत अजौली में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 25-08-2021 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

**ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)**

प्रकरण संख्या : 37/21

श्री जमील पुत्र श्री अलीशेर, निवासी पलहोडी, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

... वादी।

बनाम

आम जनता

... प्रतिवादी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री जमील सुपुत्र श्री अलीशेर, निवासी पलहोडी, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) ने एक प्रार्थना—पत्र प्रस्तुत करके निवेदन किया है कि आवेदक किन्हीं कारणों से अपनी पुत्री की जन्म तिथि 27-07-2012 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाया है। इस बारे आवेदक द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ—पत्र भी आवेदक ने अपने प्रार्थना—पत्र के साथ संलग्न किये हैं। आवेदक ने ग्राम पंचायत पलहोडी में अपनी ऊपर वर्णित पुत्री की जन्म तिथि 27-07-2012 को दर्ज करने का अनुरोध किया है।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को कु0 सोनिया की जन्म तिथि ग्राम पंचायत, पलहोडी, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 27-09-2021 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त कु0 सोनिया की जन्म तिथि को सम्बन्धित ग्राम पंचायत पलहोडी में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 27-08-2021 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

**ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)**

प्रकरण संख्या : 36/21

श्री जमील पुत्र श्री अलीशेर, निवासी पलहोडी, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

... वादी।

बनाम

आम जनता

... प्रतिवादी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री जमील सुपुत्र श्री अलीशेर, निवासी पलहोडी, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) ने एक प्रार्थना—पत्र प्रस्तुत करके निवेदन किया है कि आवेदक किन्हीं कारणों से अपनी पुत्री की जन्म तिथि

17-11-2011 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाया है। इस बारे आवेदक द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ-पत्र भी आवेदक ने अपने प्रार्थना-पत्र के साथ संलग्न किये हैं। आवेदक ने ग्राम पंचायत पलहोडी में अपनी ऊपर वर्णित पुत्री की जन्म तिथि 17-11-2011 को दर्ज करने का अनुरोध किया है।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को कु0 बानो की जन्म तिथि ग्राम पंचायत, पलहोडी, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 27-09-2021 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त कु0 बानो की जन्म तिथि को सम्बन्धित ग्राम पंचायत पलहोडी में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 27-08-2021 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

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**In the Court of Sub Divisional Magistrate Nalagarh, District Solan (H.P.) exercising the powers of Marriage Officer under Special Marriage Act, 1954**

Case No. : .... / 2021

Date of Inst. : 10-08-2021

Pending for : 10-09-2021

Vijay Kumar

V/s

General Public

*Notice u/s 15 of the Special Marriage Act, 1954 inviting the objections of the General Public for registration of marriage.*

**Notice to the General Public.**

Whereas, Shri Vijay Kumar s/o Shri Laxmi Singh, r/o Village Jagli, P. O. Pole da Khala, Tehsil Nalagarh District Solan, H. P. and Smt. Archana Kumari d/o Sh. Ajmer Singh, r/o Village Untpur, Tehsil Nalagarh, District Solan, H. P. presently w/o Shri Vijay Kumar s/o Shri Laxmi Singh, r/o Village Jagli, P. O. Pole da Khala, Tehsil Nalagarh District Solan, H. P. has moved an application u/s 15 of the Special Marriage Act, 1954 for registration of their marriage that was solemnized on 15-06-2021.

And, whereas both these applicants have submitted in their application and in their affidavits that they were unmarried at the time of solemnization of their marriage and were major in age and having no prohibited relations to each other debarring them to marry each other. Both the applicants have requested for registration of their marriage.

Therefore, by this notice the public in general is informed that if any one has any objection regarding registration of this marriage, he may present before this court on or before 10-09-2021

for hearing of objections if any. In case no objection is received by dated 10-09-2021, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered on the said date.

Given under my hand and seal of the court on 10-08-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Nalagarh, District Solan, H. P.

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**In the Court of Sub Divisional Magistrate Nalagarh, District Solan (H.P.) exercising the powers of Marriage Officer under Special Marriage Act, 1954**

Case No. : .... / 2021

Date of Inst. : 24-08-2021

Pending for : 24-09-2021

Nitish Kumar

V/s

General Public

*Notice u/s 15 of the Special Marriage Act, 1954 inviting the objections of the General Public for registration of marriage.*

**Notice to the General Public.**

Whereas, Shri Nitish Kumar s/o Shri Shiv Kumar, r/o Village & P. O. Baruna, Tehsil Nalagarh, District Solan, H. P. and Smt. Monu Devi d/o Sh. Charan Singh, r/o Village Majra, Post Office Baruna, Tehsil Nalagarh, District Solan, H. P. presently w/o Shri Nitish Kumar s/o Shri Shiv Kumar, r/o Village & P. O. Baruna, Tehsil Nalagarh, District Solan, H. P. has moved an application u/s 15 of the Special Marriage Act, 1954 for registration of their marriage that was solemnized on 10-08-2018.

And, whereas both these applicants have submitted in their application and in their affidavits that they were unmarried at the time of solemnization of their marriage and were major in age and having no prohibited relations to each other debarring them to marry each other. Both the applicants have requested for registration of their marriage.

Therefore, by this notice the public in general is informed that if any one has any objection regarding registration of this marriage, he may present before this court on or before 24-09-2021 for hearing of objections if any. In case no objection is received by dated 24-09-2021, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered on the said date.

Given under my hand and seal of the court on 24-08-2021.

Seal.

Sd/-  
Marriage Officer-cum-SDM,  
Nalagarh, District Solan, H. P.

**In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)**

Case No. :19 /2021

Date of Institution : 19-08-2021

Date of Decision : 20-09-2021

Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh.

*Versus*

General Public through Gram Panchayat Sauri, Tehsil Baddi, District Solan (H.P.)

*Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.*

Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Voll. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that his son namely Rahul was born on dated 04-12-2018 at Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh but his birth could not be registered in the Gram Panchayat Sauri, Tehsil Baddi, District Solan, H.P. within stipulated period. He prayed for passing necessary orders to the Registrar, Birth & Death G. P. Sauri, Tehsil Baddi, District Solan (H.P.) for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the birth of Rahul son of Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh can file the objection in this court on or before 20-09-2021, failing which no objection shall be entertained.

Given under my hand and seal on this 19th August, 2021

Seal.

Sd/-

*Executive Magistrate (Tehsildar),  
Baddi, District Solan (H.P.).*

**In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)**

Case No. :18 /2021.

Date of Institution : 19-08-2021

Date of Decision : 20-09-2021

Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh.

*Versus*

General Public through Gram Panchayat Sauri, Tehsil Baddi, District Solan (H.P.)

*Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.*

Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Voll. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that his son namely Arjun was born on dated 24-02-2020 at Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh but his birth could not be

registered in the Gram Panchayat Sauri, Tehsil Baddi, District Solan, H.P within stipulated period. He prayed for passing necessary orders to the Registrar, Birth & Death G. P. Sauri, Tehsil Baddi, District Solan (H.P.) for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the birth of Arjun son of Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh can file the objection in this court on or before 20-09-2021, failing which no objection shall be entertained.

Given under my hand and seal on this 19th August, 2021

Seal.

Sd/-  
Executive Magistrate (Tehsildar),  
Baddi, District Solan (H.P.).

**In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)**

Case No. : 20 /2021

Date of Institution : 19-08-2021

Date of Decision : 20-09-2021

Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh.

*Versus*

General Public through Gram Panchayat Sauri, Tehsil Baddi, District Solan (H.P.)

*Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.*

Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Voll. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that his son namely Karan was born on dated 16-05-2016 at Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh but his birth could not be registered in the Gram Panchayat Sauri, Tehsil Baddi, District Solan, H.P. within stipulated period. He prayed for passing necessary orders to the Registrar, Birth & Death G. P. Sauri, Tehsil Baddi, District Solan (H.P.) for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the birth of Karan son of Sh. Ram Dayal s/o Shri Lachhman Dass, r/o Vill. Tatoan, P.O. Sai, Tehsil Baddi, District Solan, Himachal Pradesh can file the objection in this court on or before 20-09-2021, failing which no objection shall be entertained.

Given under my hand and seal on this 19th August, 2021

Seal.

Sd/-  
Executive Magistrate (Tehsildar),  
Baddi, District Solan (H.P.).



**In the Court of Executive Magistrate (Tehsildar) Baddi, District Solan (H.P.)**

Case No. : 21 /2021

Date of Institution : 23-08-2021

Date of Decision : 23-09-2021

Smt. Omi Devi w/o Late Shri Jeet Ram, r/o Ward No. 3, Vill. Suraj Majra Labana, P.O. & Tehsil Baddi, District Solan, Himachal Pradesh.

*Versus*

General Public through M. C. Baddi, Tehsil Baddi, District Solan (H.P.)

*Application under section 13(3) of H.P. Birth and Death Registration Act, 1969.*

Smt. Omi Devi w/o Late Shri Jeet Ram, r/o Ward No. 3, Vill. Suraj Majra Labana, P.O. & Tehsil Baddi, District Solan, Himachal Pradesh has filed an application under section 13(3) of the Birth & Death Registration Act, 1969 stating therein that her daughter namely Kuldeep Kaur was died on dated 13-11-2011 at Ward No. 3, Vill. Suraj Majra Labana, P.O. & Tehsil Baddi, District Solan, Himachal Pradesh, but her death could not be registered in the M. C. Baddi, Tehsil Baddi, District Solan (H.P.) within stipulated period. She prayed for passing necessary orders to the Registrar , Birth & Death M. C. Baddi, Tehsil Baddi, District Solan (H.P.) for entering the same.

Therefore, by this proclamation, the general public is hereby informed that any person having objection regarding registering the death of Kuldeep Kaur d/o Late Shri Jeet Ram, r/o Ward No. 3, Vill. Suraj Majra Labana, P.O. & Tehsil Baddi, District Solan, Himachal Pradesh may file his objection in this court on or before 23-09-2021, failing which no objection shall be entertained.

Given under my hand and seal on this 23rd August, 2021

Seal.

Sd/-

*Executive Magistrate (Tehsildar),  
Baddi, District Solan (H P.).*

**In the Court of Sh. Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,  
District Solan (H. P.)**

In the matter of :

Smt. Seema w/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh . . Applicant.

*Versus*

General Public

. . Respondent.

*Application under section 13(3) of Birth and Death Registration Act, 1969.*

Smt. Seema w/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh has moved an application before the undersigned

under section 13(3) of Birth & Death Registration Act, 1969 alongwith affidavit and other documents for entering the date of birth of her son namely Subhash Kumar *i.e.* 25-03-2004 at Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh but his date of birth could not be entered in the record of Municipal Corporation Solan.

Therefore, by this proclamation, the general public is hereby informed that any person having any objection(s) for the registration of delayed date of birth of Subhash Kumar s/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh may submit their objection in writing or appear in person in this court on or before 23-09-2021 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 24th day of August, 2021.

Seal.

GURMIT G. NEGI,  
*Executive Magistrate (Tehsildar),  
Solan, District Solan (H.P.).*

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**In the Court of Sh. Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,  
District Solan (H. P.)**

In the matter of :

Smt. Seema w/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh . . *Applicant.*

*Versus*

General Public

. . *Respondent.*

*Application under section 13(3) of Birth and Death Registration Act, 1969.*

Smt. Seema w/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh has moved an application before the undersigned under section 13(3) of Birth & Death Registration Act, 1969 alongwith affidavit and other documents for entering the date of birth of her daughter namely Kamla Kumari *i.e.* 23-02-2003 at Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh but her date of birth could not be entered in the record of Municipal Corporation Solan.

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of date of birth of Kamla Kumari d/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh may submit their objection in writing or appear in person in this court on or before 23-09-2021 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 24th day of August, 2021.

Seal.

GURMIT G. NEGI,  
*Executive Magistrate (Tehsildar),  
Solan, District Solan (H.P.).*

**In the Court of Sh. Gurmit G. Negi, Executive Magistrate (Tehsildar), Solan,  
District Solan (H. P.)**

In the matter of :

Smt. Seema w/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12,  
Solan, Tehsil & District Solan, Himachal Pradesh . . Applicant.

*Versus*

General Public

. . Respondent.

*Application under section 13(3) of Birth and Death Registration Act, 1969.*

Smt. Seema w/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh has moved an application before the undersigned under section 13(3) of Birth & Death Registration Act, 1969 alongwith affidavit and other documents for entering the date of birth of her daughter namely Krishna Kumari i.e. 27-04-2007 at Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh but her date of birth could not be entered in the record of Municipal Corporation Solan.

Therefore, by this proclamation, the general public is hereby informed that any person having any objection for the delayed registration of date of birth of Krishna Kumari d/o Sh. Santosh Kumar, r/o c/o Sharma Niwas, Sunny Side, Ward No. 12, Solan, Tehsil & District Solan, Himachal Pradesh may submit their objection in writing or appear in person in this court on or before 23-09-2021 at 10.00 A.M. failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 24th day of August, 2021.

Seal.

GURMIT G. NEGI,  
Executive Magistrate (Tehsildar),  
Solan, District Solan (H.P.).

ब अदालत विवाह अधिकारी एवं उप-मण्डल दण्डाधिकारी अर्की, जिला सोलन, हिमाचल प्रदेश

केस नं० : 28 / 2021

दिनांक : 24-08-2021

तारीख पेशी : 23-09-2021

श्री हरविन्द्र कुमार पुत्र श्री हरी राम, निवासी गांव बडाघाट, डाकघर मटेरनी, तहसील अर्की, जिला सोलन, हिमाचल प्रदेश।

व

कुलवंती पुत्री श्री रविन्द्र पंवर, निवासी गांव स्यालाब, डाकघर नागनगांव, तहसील बारकोट, जिला उत्तर काशी उत्तराखण्ड प्रार्थीगण।

बनाम

आम जनता

विषय.—विशेष विवाह पंजीकरण अधिनियम, 1954 की धारा 5 के अन्तर्गत विवाह हेतु नोटिस।

प्रार्थी श्री हरविन्द्र कुमार पुत्र श्री हरी राम, निवासी गांव बडाघाट, डाकघर मटेरनी, तहसील अर्की, जिला सोलन, हिमाचल प्रदेश तथा कुलवंती पुत्री श्री रविन्द्र पंवर, निवासी गांव स्यालाब, डाकघर नागनगांव, तहसील बारकोट, जिला उत्तर काशी, उत्तराखण्ड ने इस अदालत में विशेष विवाह पंजीकरण अधिनियम, 1954 की धारा 5 के अन्तर्गत विवाह हेतु नोटिस दिया है।

अतः आम जनता को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त प्रार्थीगण के विवाह करने बारे कोई एतराज हो तो वह दिनांक 23-09-2021 को या इससे पूर्व अपना लिखित अथवा मौखिक एतराज इस अदालत में प्रस्तुत कर सकता है। निर्धारित अवधि की समाप्ति उपरान्त उपरोक्त प्रार्थीगण को विवाह की अनुमति जारी कर दी जाएगी।

आज दिनांक 24-08-2021 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—  
विवाह अधिकारी एवं उप-मण्डल दण्डाधिकारी अर्की,  
तहसील अर्की, जिला सोलन (हि0प्र0)।

### CHANGE OF NAME

I, Ishwar Dass s/o Sh. Bishamber Dass, V.P.O. Surajpur (Jhikla), Tehsil Indora, District Kangra (H.P.) declare that I have changed my name from Ishwar Sharma to Ishwar Dass please note.

ISHWAR DASS,  
s/o Sh. Bishamber Dass,  
V. P. O. Surajpur (Jhikla),  
Tehsil Indora, District Kangra (H.P.)

### CHANGE OF NAME

I, Lata Kumari w/o Sh. Ishwar Dass, V.P.O. Surajpur (Jhikla), Tehsil Indora, District Kangra (H.P.) declare that I have changed my name from Lata Sharma to Lata Kumari please note.

LATA KUMARI,  
w/o Sh. Ishwar Dass,  
V. P. O. Surajpur (Jhikla),  
Tehsil Indora, District Kangra (H.P.)